

LUNATIC—MONEY OF LUNATIC IN COURT—PAYMENT OUT TO FOREIGN COURT OF WHICH LUNATIC A WARD.

*In re De Linden*, (1897) 1 Ch. 453, an application was made by a lunatic who had been declared lunatic and made a ward of the Royal Bavarian Court, by her next friend, for payment out of Court to the Bavarian Court of moneys to which the lunatic was entitled, and Stirling, J., granted the order, the lunatic being the daughter of a German and the wife of a German, and her domicile and her present residence being also in Germany.

ACCIDENT POLICY—CONTRACT—RENEWAL OF POLICY—CREDITORS' DEED—INSOLVENCY.

*Stokell v. Heywood*, (1897) 1 Ch. 459, decides, we believe, a new point upon the legal effect of the ordinary accident policy. The policy in question contained what would appear to be a usual stipulation in such policies, viz., that it was renewable yearly so long as the insured paid the premium in advance, and the insurance company consented to receive it, and requiring the insured at each renewal to give notice of any change in the state of his health since the payment of the last premium, with power to the company in such case to determine the policy. After the policy had been issued, and while it was in force, the assured made an assignment for the benefit of his creditors, of all and singular the goods, chattels and moneys, credits, estate and effects whatsoever and wheresoever, of, or to which the debtor was possessed or otherwise entitled for his own benefit or in any manner howsoever. The assignment contained no assignment of, or agreement to assign, any after acquired property. The assignment was dated 4th July, 1893. On 2nd September, 1893, the debtor paid a premium for the renewal of the policy for twelve months to Aug. 30th, 1894, and on 1st Sept., 1894, he paid a premium for renewal for a further twelve months to 30th August, 1895. On 26th June, 1895, he was killed by lightning. The assignee for creditors claimed the policy moneys as against the executors of the deceased. Kekewich, J., held that upon a proper construction of the policy each renewal constituted a new contract, and that the moneys receivable under the policy were therefore not covered by the assignment.